

MEMORANDUM OF UNDERSTANDING BETWEEN
THE
US ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION
AND THE
DEPARTMENT OF DEFENSE
ON
PLANNING AND SUPPORT FOR SAFEGUARD C
AND CONDUCT OF NUCLEAR WEAPONS TESTS
OUTSIDE NORTH AMERICAN CONTINENTAL LIMITS

I. PURPOSE

The purpose of this agreement is to delineate responsibilities of the US Energy Research and Development Administration (ERDA) and the Department of Defense (DoD) for planning and support of Safeguard C and conduct of nuclear weapons tests outside the North American continent.

II. CONCEPT

1. By Presidential action of January 1976, Safeguard C to the Limited Test Ban Treaty of 1963 has been redefined to provide for "The maintenance of the basic capability to resume nuclear testing in the atmosphere should that be deemed essential to national security."

2. The central theme of the new definition deletes the requirement for a prompt return to atmospheric testing. This change reduces the requirement to maintain the previous levels of support. The support envisioned does, however, retain the basic capability to resume atmospheric testing should that be deemed essential.

3. This action further provided that the Department of Defense and the Energy Research and Development Administration will continue to implement the Safeguard. Scientific needs and objectives for nuclear testing that cannot be satisfied by underground nuclear tests or nuclear simulation will continue to be reviewed and documented annually and the types and priority of tests necessary to obtain these objectives determined. Johnston Atoll will be retained to ensure its availability in the event of atmospheric testing resumption, although it will not remain in active status for this use alone. The conduct of nuclear research and underground testing will ensure retention of personnel with expertise in atmospheric testing and closely related fields.

Roger Ray (DPO) Corres. 1984
Harry Brown's Files, NV

III. SAFEGUARD C RESPONSIBILITIES

1. The Director of Military Application of the Energy Research and Development Administration and the Director, Defense Nuclear Agency of the Department of Defense are designated to implement Safeguard C. These officials or their representatives will meet at least annually to determine and update scientific needs and objectives for nuclear testing that cannot be satisfied by underground nuclear tests or nuclear simulation. This review will identify current problems and means for achieving solutions. The types and priority of tests necessary to obtain the identified needs and objectives will be documented. This documentation will not be constrained by fiscal, political, or environmental limitations; however, these types of restrictions, if recognized, will be indicated. ERDA and ERDA laboratories in conjunction with DHA and the Military Services will jointly develop this assessment for submittal to the Secretary of Defense through the Joint Chiefs of Staff and to the Administrator of ERDA through the Director of Military Applications.

2. DoD will retain Johnston Atoll (JA), the principal readiness-to-test facility in the Pacific, in a caretaker status. DoD will assure its availability as a base for U.S. atmospheric nuclear testing operations until relieved of the requirement. JA may be used for other programs, however, the DoD will ensure that such uses will not preclude use of the island as a base for U.S. nuclear testing operations. Those facilities of substantial construction which would form the core of a new test complex will be retained. To reduce maintenance and operating costs to a minimum, other facilities may be mothballed or abandoned based on the assumption that at least one year will be available after a decision to resume testing for rehabilitation or construction.

3. ERDA will ensure the retention of ERDA-DoD Joint Task Force rights to utilize Hawaiian Area facilities required for the support of Safeguard C and nuclear weapons testing including: Johnston Atoll support facilities, weapon assembly areas, command control facilities, scientific observation sites, aircraft support facilities and diagnostic rocket facilities. Joint Task Force facility utilization rights will be retained in one of the following ways:

a. maintain in operational status in support of active missions (agreements for facilities in direct support of Johnston Atoll will be coordinated with the Johnston Atoll DoD host manager); or

b. maintain in caretaker status; or

c. release or loan to other agencies with right of reoccupancy in event of test resumption.

4. The agency having responsibility for facilities identified above shall arrange for common base support services for those facilities and for related Safeguard C activities.

IV. NUCLEAR WEAPON TEST RESPONSIBILITIES

1. In the event of the resumption of atmospheric testing:

a. An ERDA-DoD Joint Task Force will be activated. The JTF Commander will be appointed by the DoD and will be jointly responsible to the Chairman, Joint Chiefs of Staff and the Administrator, ERDA. Operations will be conducted under the concept that integrated and coordinated efforts of the ERDA and DoD are required to assure that national objectives are attained.

b. The responsibility for providing scientific or experimental facilities, systems, equipment or components thereof at any location shall be that of the agency (ERDA or DoD) requiring them. Facilities or equipment which are installed as a joint requirement shall be the subject of specific agreement between the ERDA and the DoD based upon an agreed degree of interest.

2. The ERDA and the DoD have an inherent responsibility to consider the impact upon the environment in the planning for and conduct of any major test operation under current national policy and public law. Cleanup and disposal of debris and contamination will be considered in the planning for any atmospheric nuclear testing series.

3. There exist certain functional areas in which either the ERDA or the DoD have a unique competency or are otherwise better able to support the test program outside North American continental limits. These functions will be the continuing responsibility of the agency having the unique competency and that agency shall be responsible for providing for and supporting both the ERDA and DoD requirements for nuclear weapons testing in the now prohibited environments. The general functional areas of these responsibilities are listed below. These responsibilities only apply during preparation for, execution of or demobilization from authorized test operations.

a. The DoD shall be responsible for providing:

(1) Transportation support required by both ERDA and DoD except for commercial transportation required or used by the ERDA which shall be the responsibility of the ERDA.

(2) Operational aircraft and naval vessels required for test operations, including required boats, navigational aids, electronic guidance and tracking gear, and operating personnel, and equipment and material.

(3) All operational systems for the delivery of nuclear weapons required for nuclear weapon test operations unless otherwise agreed.

(4) All long haul, air to ground, and ship to shore communications support, including equipment and required operating personnel except for those ERDA signal/command and control facilities required to support ERDA technical or scientific projects or instrumentation.

(5) On-site radiological safety and public safety at all locations inside an operational area. The definition of each area and the criteria for radiological safety shall be mutually agreed to by the ERDA and DoD.

(6) Security protection at all military installations. The agency agreed to have dominant interest shall provide security protection at the various test site locations and facilities in accordance with ERDA and DoD jointly developed security standards. Notwithstanding this, either agency may establish special levels of security protection to comply with its internal security requirements.

(7) Weather data collection.

(8) Final assurance of operational safety for all joint atmospheric nuclear weapons testing.

b. The ERDA shall be responsible for providing:

(1) Equipment and personnel required for the assembly, arming, timing and firing of nuclear weapons, including signal systems required to extend timing and firing and count-down services to technical facilities, except in the case of DoD operational system tests and nuclear tactical exercises and as otherwise may be agreed.

(2) Nuclear weapons required in the conduct of approved test programs, projects or experiments, except in the case of DoD operational system tests and nuclear tactical exercises and as otherwise may be agreed.

(3) Off-site radiological safety and public safety at all locations outside the operational areas, such areas to be mutually agreed to by the ERDA and the DoD. In the cases of operational system tests and nuclear tactical exercises, this responsibility will be the subject of special agreement.

(4) Nuclear weapon yield predictions and measurements.

(5) Services for nuclear weapons and source by-product and special nuclear materials control and custody except for those to be used in DoD operational system tests and nuclear tactical exercises.

(6) Procedures for handling and settlement of all claims resulting from the detonation of any nuclear weapons except nuclear weapons in custody of the DoD or nuclear weapons used in connection with DoD operational system tests or nuclear tactical exercises. Handling and settlement of claims not associated with nuclear detonations shall be the responsibility of the agency whose activity resulted in assertion of the claim.

(7) Final assurance of nuclear safety for weapons testing during peacetime, recognizing that both ERDA and DoD will be responsible for preparing nuclear safety studies of their proposed tests.

V. FUNDING RESPONSIBILITIES

1. Each agency will have exclusive use and control of any facility financed and constructed for its exclusive use. Real estate permits will be issued by the agency/DoD component holding real estate to the requesting activity for sole use facilities. Otherwise, the Agency/DoD Component holding title to the land will also hold title to the structures built thereon. Exclusive use facilities no longer required by the owners, when constructed on permitted land of another agency/DoD component, may be either transferred or removed and the site restored in accordance with the terms of the permit.

2. Common base support services furnished by one agency to another shall be reimbursed in accordance with provisions of the Economy Act of 1932 (Section 686 of Title 31, United States Code). Reimbursement shall be waived where the cost of such services is less than \$100 per fiscal quarter.

3. Routine maintenance of scientific facilities will be the responsibility of the primary mission agency. Logistical support, maintenance and operation of equipment, extraordinary maintenance and minor construction in support of these scientific facilities are the responsibility of the requiring agency.

4. In the event of the resumption of atmospheric testing:

a. Support identified in paragraph IV-3 above will be provided on a nonreimbursable basis.

b. Except as specified in this agreement, the agency responsible for a test program will normally plan and provide all required program support to include necessary budgeting and funding.

c. Cost of modifications to and subsequent restoration of aircraft, missiles, ships, etc., shall be the responsibility of the agency requiring such modifications, except where restoration to other than the original status is required, in which case such restoration will be subject to separate negotiation. However, in those cases in which modifications would under normal circumstances be accomplished by the owner agency, such modifications shall be the responsibility of that agency. Cost of modifications for joint application shall be determined by separate negotiations.

VI. TERMS OF AGREEMENT

1. This agreement will become effective immediately upon signature by both parties. This MOU may be modified or cancelled at any time by mutual agreement between both parties or by either party 180 days after delivery of notice of the intention to do so to the other party. This MOU shall be reviewed within 3 years of its effective date and every 3 years thereafter.

2. Where funds have been budgeted for or appropriated to support assigned responsibilities under previous agreements or understandings, the agency receiving those funds will continue to discharge these responsibilities until such time adjustments can be accommodated within budget cycles.

3. This agreement supersedes and cancels the "Agreement between Atomic Energy Commission and Department of Defense on Responsibilities for Planning for the Support of Readiness and Conduct of Atomic Weapon Test Operations Outside North American Continental Limits and Related Budgeting and Funding," September 1965.

4. This agreement has been written to provide flexibility for meeting changing conditions. Within the framework of the principles and specified exceptions of this agreement, detailed logistic support arrangements for particular locations and situations may be developed by the Director, Military Application and the Director, Defense Nuclear Agency.

5. This memorandum of understanding is entered into by and between the Department of Defense, as represented by the Director, Defense Nuclear Agency, acting for and on behalf of the Secretary of Defense, and the Energy Research and Development Administration, as represented by the Director of Military Application, acting for and on behalf of the Administrator.

DEPARTMENT OF DEFENSE:

Date: 16 May 1977



R. R. MONROE
Vice Admiral, U. S. Navy
Director
Defense Nuclear Agency

ENERGY RESEARCH AND DEVELOPMENT
ADMINISTRATION:

Date: 26 May 1977



J. K. BRATTON
Major General, USA
Director of Military Application
Energy Research and Development
Administration